

## **EXHIBIT 104**

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**REDACTED VERSION OF  
ECF NO. 575-9**

# **EXHIBIT 60**

**Email attaching Exclusive  
Promotional Fight Extension  
Agreement between Jon Fitch  
and WSOF**

**(Filed Under Seal)**

115

**Janis Barbosa**

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**From:** Kevin Alires <kevin@wsof.com>  
**Sent:** Friday, February 07, 2014 1:06 PM  
**To:** Janis Barbosa; Ali@wsof.com  
**Cc:** dsz@zinkinlaw.com; crazybobcook@hotmail.com; Nick Zinkin  
**Subject:** RE: Fully Executed Amended Contract - Jon Fitch  
**Attachments:** John\_Fitch\_Three\_Fight\_FULLY\_EXECUTED\_EXTENSION\_Non-Tournament\_Contract\_12-12-2013.pdf

Hello Everyone,

Attached is the Fully Executed contract for Jon Fitch.

Let me know if you need anything else.

Thank You,

Kevin Alires  
Vice President of Operations  
4631 S. Dean Martin Dr., Ste. 100  
Las Vegas, NV 89103

[REDACTED] mobile

[Kevin@wsof.com](mailto:Kevin@wsof.com)  
[www.wsof.com](http://www.wsof.com)



**EXCLUSIVE PROMOTIONAL FIGHT EXTENSION AGREEMENT**

**EXHIBIT "A AMENDMENT"**

**FIGHTER'S NAME, TERM, COMPENSATION, AND INCIDENTALS**

**FIGHTER'S NAME:**

For the purposes of this Amendment Agreement, its Exhibits, and Addenda;

"FIGHTER" shall be: JON FITCH

**TERM:** For the purposes of this Amendment Agreement, Addenda, and Exhibits, the "Term" shall be defined as commencing upon the New Effective Date and terminating on the later of Sixteen (16) Months after the first bout in which FIGHTER competes in an Event promoted by MMAWC or at midnight (12:00AM) the day FIGHTER competes in and completes his third (3rd) bout, whichever occurs earlier (the "Term Expiration").

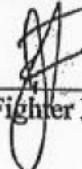
The Term Expiration shall be the final termination date, unless this Agreement is formally terminated earlier than the Term Expiration by MMAWC due to Termination for Cause or MMAWC's option to terminate due to a material breach of this Agreement. Furthermore, the Term Expiration shall be the final termination date, unless this Agreement is automatically renewed pursuant to this Agreement, Addenda and Exhibits.

MMAWC agrees that if no actual fight is held by MMAWC or formally offered to FIGHTER within any Six (6) month period including the period from the initial Effective Date till the first fight, provided the FIGHTER is ready, willing and able to fight during the total Six (6) month period, the FIGHTER has the right to terminate this agreement by written notice to MMAWC. If FIGHTER terminates this agreement for non-promotion in a Six (6) month period, the FIGHTER agrees to forfeit and waive his right in and all claims to any fees or payment corresponding to the Event.

Both parties further agree that in the event the FIGHTER is MMAWC Champion at the expiration of the Term, the Term shall be automatically extended for a period commencing on the day the Termination Date and ending One (1) year from the Termination date (the "Championship Clause"). MMAWC agrees that in the event this Championship Clause is implemented, MMAWC shall provide FIGHTER with a minimum of three (3) bouts during the one (1) year Championship Clause extension.

While Champion, FIGHTER shall receive a one-time incremental increase in the amount of Fifteen Thousand United States Dollars (\$15,000 US) to show/fight plus an additional Fifteen Thousand United States Dollars (\$15,000 US) as a win bonus. Thereafter, while Champion or Non-Champion, FIGHTER shall receive an incremental increase in the amount of Five Thousand United States Dollars (\$5,000 US) to show/fight plus an additional Five Thousand United States Dollars (\$5,000 US) as a win bonus for each subsequent and after the first year of Championship Clause the parties agree to negotiate in good faith the compensation according to section 4.1.

12-12-2013

  
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Fighter Initials

  
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MMAWC

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MMAWC reserves the right to suspend and extend the Term in the event FIGHTER is disabled, sick or injured for any reason; incarcerated; has his license suspended or revoked by an Athletic Commission (not including medical suspensions issued in the normal course of competition), has his ability to travel restricted by a recognized governmental agency or is otherwise unable, unwilling or refuses to compete or train for a bout for any reason whatsoever (the "Inactive Period"). Such extension shall include without limitation, the length of the Inactive Period.

The Term Expiration, Termination for Cause, automatic renewals or extensions of the Term, (as defined in this Agreement, Addenda Exhibits), or the death or incapacity of the FIGHTER, shall not affect or terminate the grant of the Ancillary Rights or any of the other general or specific provisions of this Agreement, all of which shall survive any such Term Expiration, Termination for Cause, death or incapacity or any other circumstance whatsoever.

**COMPENSATION:**

Compensation to FIGHTER is as follows:

First Bout under this Extension Agreement: The Fighter shall be paid Thirty Five Thousand United States Dollars (\$35,000 US) to show/fight plus an additional Thirty Five Thousand United States Dollars (\$35,000 US) as a win bonus in the event FIGHTER is declared the winner of the First Bout by the governing State Athletic Commission.

Fighter's compensation will increase each bout as follows:

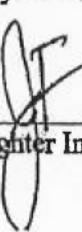
In each bout wherein Fighter won the preceding bout, Fighter shall be paid an additional Five Thousand United States Dollars (\$5,000.00) to show/fight from the amount of the money he was paid to show/fight on the immediate preceding bout, and an additional Five Thousand United States Dollars (\$5,000.00) to win from the amount of money Fighter was offered for winning in the immediately preceding bout. Fighter shall not be entitled to the additional Five Thousand Dollars (\$5,000.00) to show/fight, and Five Thousand Dollars (\$5,000.00) to win in any bout following a bout where Fighter was not declared the winner. Moreover, Fighters pay will never fall below the pay schedule offered in his preceding bout.

Title Bout Exception to Compensation Above:

If Fighter is declared the winner in a Title Bout, Fighter's compensation shall increase in the next bout by an additional Fifteen Thousand United States Dollars (\$15,000.00) to show/fight, and an additional Fifteen Thousand United States Dollars (\$15,000.00) to win. For illustration purposes, if Fighter's first bout under this Agreement is a Title Bout and Fighter is declared the winner, Fighter shall be paid Fifty Thousand United States Dollars (\$50,000.00) to show/fight and Fifty Thousand United States Dollars (\$50,000.00) to win in the Second Bout, rather than Forty Thousand United States Dollars (\$40,000.00) to show/fight and Forty Thousand United States Dollars (\$40,000.00) to win. Additionally, should Fighter ever win a Title Bout, Fighter's pay will never drop below Fifty Thousand United States Dollars (\$50,000.00) to show/fight and Fifty Thousand United States Dollars (\$50,000.00) to win, in any bouts thereafter.

Any loss by FIGHTER results in FIGHTERS show/fight and win bonus pays to remain the same as the Last Bout compensation of the prior fight.

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Fighter Initials

  
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**INCIDENTALS:**

MMAWC shall bear the cost for (a) one (1) economy class round trip airplane ticket-for FIGHTER, and (b) one (1) economy class round trip airplane ticket for a designated person, to the destination designated by MMAWC for each Event. MMAWC may designate at its sole discretion the aircraft carrier and the routes from which the airline tickets will be purchased.

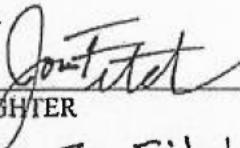
MMAWC shall bear the reasonable cost of hotel accommodations for up to two (2) persons (for FIGHTER, and his designee) for a maximum of five (5) nights per Event, such nights to be indicated by MMAWC for each respective Event. MMAWC may designate at its sole discretion the accommodations to be provided.

MMAWC shall pay as a meal allowance One Hundred Dollars (\$100.00) per day for FIGHTER for a maximum of five (5) days, such days to be indicated by MMAWC for each respective Event.

Any other cost or expense that is not expressly set forth herein shall be borne by FIGHTER, including but not limited to license fees or any additional incidentals requested by FIGHTER.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

FIGHTER

Signature: 

FIGHTER

Printed Name: Jon Fitch

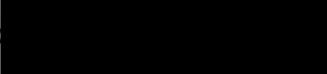
Social Security No.: 

Date: 1/22/14

Fighter Address:  


Passport No.: 

Passport Expiration Date: 7/5/2022

Fighter Phone Number: 

12-12-2013

MMAWC, LLC

Signature: 

MMAWC

Printed Name: RAY SEFO

Title: PRESIDENT

Date: 01/06/2014

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1. Fighter was born on 2/24/78 in Fort Wayne, Indiana, and

Fighter is a citizen of the United States  
[or]

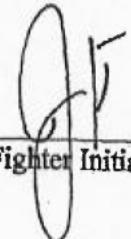
Fighter has a work visa allowing Fighter to earn money in the United States through mixed martial arts competitions and

A true copy of Fighter's UNITED STATES WORK VISA is attached.

2. Fighter has a valid DRIVER'S LICENSE numbered [REDACTED] expiring on 02/24/2015 issued by California, and

A true copy of Fighter's current DRIVER'S LICENSE is attached.

12-12-2013

  
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